

EXHIBIT S

Affidavit

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

RICHARD M. APPEL, being first duly sworn, deposes and states:

1. I am Senior Vice President and Senior Counsel of Endurance American Specialty Insurance Company ("EASIC"). As such, I am familiar with EASIC Policy No. CBC 10000166000 issued to Vanquish Contracting Corp. for the policy period March 09, 2012 to March 09, 2013 (the "Policy").
2. Attached hereto as Exhibit A is a true and correct copy of the Policy.


Richard M. Appel

Sworn to before me this
6th day of December 2018



NICHOLAS JAMES BENENATI
NOTARY PUBLIC-STATE OF NEW YORK
NO 01BE6333911
QUALIFIED IN NEW YORK COUNTY
MY COMMISSION EXPIRES 12-07-2019

ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY



COMMERCIAL LINES POLICY

This policy consists of:

Declaration

Common Policy Conditions – per M0 199

One or More Coverage Parts

A coverage part consists of:

One or More Coverage Forms

Applicable Forms

Endorsements

POLICY NUMBER: CBC10000166001
RENEWAL OF: CBC10000166000

IL DS 00 09 07

COMMON POLICY DECLARATIONS

ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY 333 WESTCHESTER AVENUE WHITE PLAINS, NY, 10022	MORSTAN GENERAL AGENCY INC - MANHASSET NY 600 COMMUNITY DRIVE MANHASSET, NY 11030
NAMED INSURED: <u>Vanquish Contracting Corp.</u>	
MAILING ADDRESS: <u>52-15 11th Street</u> <u>Long Island City, NY 11101</u>	
POLICY PERIOD: FROM <u>03/09/2012</u> TO <u>03/09/2013</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$ 21,203.00
NY - Excess Line Tax	\$ 763.31
NY - Inspection Fee	\$ 150.00
NY - Policy Fee	\$ 100.00
NY - Stamping Fee	\$ 42.41
TOTAL PAYABLE AT INCEPTION	\$ 22,258.72

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

- ☐ INDIVIDUAL
 ☐ PARTNERSHIP
 ☐ JOINT VENTURE
 ☐ TRUST
☐ LIMITED LIABILITY COMPANY
 ☒ ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
☐ OTHER: _____

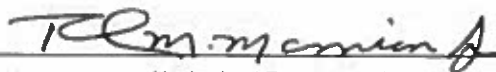
BUSINESS DESCRIPTION: MASONRY/ DEMO CONTRACTOR

Countersigned:

March 8th 2012

(Date)

By:



(Authorized Representative)

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG DS 01 10 01**COMMERCIAL GENERAL LIABILITY DECLARATIONS**

ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY 333 WESTCHESTER AVENUE WHITE PLAINS, NY, 10022	MORSTAN GENERAL AGENCY INC - MANHASSET NY 600 COMMUNITY DRIVE MANHASSET, NY 11030
NAMED INSURED: <u>Vanquish Contracting Corp.</u>	
MAILING ADDRESS: <u>52-15 11th Street</u> <u>Long Island City, NY 11101</u>	
POLICY PERIOD: FROM <u>03/09/2012</u> TO <u>03/09/2013</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$	1,000,000
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$	100,000 Any one premises
MEDICAL EXPENSE LIMIT	\$	5,000 Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$	1,000,000 Any one person or organization
GENERAL AGGREGATE LIMIT	\$	2,000,000
PRODUCTS/COMPLETED OPERATIONS		
AGGREGATE LIMIT	\$	2,000,000

RETROACTIVE DATE (CG 00 02 ONLY)
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.
RETROACTIVE DATE: <u>NONE</u> (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS
FORM OF BUSINESS:
<input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST
<input type="checkbox"/> LIMITED LIABILITY COMPANY <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
<input type="checkbox"/> OTHER: _____
BUSINESS DESCRIPTION: <u>MASONRY/ DEMO CONTRACTOR</u>

ALL PREMISES YOU OWN, RENT OR OCCUPY

LOC/PREM NO.

1

*

ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY

52-15 11th Street, Long Island City, NY 11101

*

CLASSIFICATION AND PREMIUM

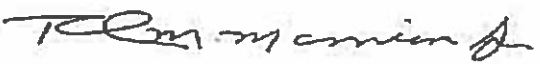
LOC/PREM NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
1	Masonry	97447	50,000 (P)	207.348	11.315	\$ 10,367	\$ 566
1	Carpentry	91342	50,000 (P)	157.620	17.775	\$ 7,881	\$ 889
*	ADDITIONAL INSURED-BLANKET (CONTRACTORS)	E0007	1 (F)	1,000.00		\$ 1,000	\$
*	BLANKET WAIVER OF SUBROGATION - BLANKET (WRITTEN CONTRACT)	E0008	1 (F)	250.00		\$ 250	\$
*	PRIMARY & NON-CONTRIBUTORY WORDING NY ONLY	M231-A	1 (F)	250.00		\$ 250	\$

(**) MINIMUM PREMIUM APPLIED

STATE TAX OR OTHER (if applicable)		\$	
ADDITIONAL PREMIUM		\$	1,500
TOTAL PREMIUM (SUBJECT TO AUDIT)		\$	19,703
GL PREMIUM SHOWN IS PAYABLE:	AT INCEPTION	\$	21,203
	AT EACH ANNIVERSARY	\$	
	(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)		
AUDIT PERIOD (IF APPLICABLE)	<input checked="" type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY	<input type="checkbox"/> QUARTERLY
			<input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
See attached Schedule of Forms & Endorsements.

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
March 8th 2012	
(Date)	(Authorized Representative)

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

SURPLUS LINES NOTICE

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(S) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND NOT PROTECTED IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CBC10000166001

Effective Date 03/09/2012
12:01 A.M., Standard Time

Named Insured: Vanquish Contracting Corp.

<u>FORM NO</u>	<u>FORM DESCRIPTION</u>
BD-3 11 10	SUBCONTRACTED WORK ENDORSEMENT DAMAGE TO "YOUR WORK" LIMITATION
CG 00 01 12 07	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 21 98 12 07	TOTAL POLLUTION EXCLUSION ENDORSEMENT
E0001 11 10	DEDUCTIBLE-PER OCCURRENCE
E0011 11 10	ASBESTOS EXCLUSION
E0018 11 10	PUNITIVE, TREBLE OR EXEMPLARY DAMAGES EXCLUSION
E0020 02 11	CROSS LIABILITY EXCLUSION
E0027 01 04	SUBSIDENCE EXCLUSION
E0041 11 10	PROFESSIONAL LIABILITY EXCLUSION
E0052 11 10	LEAD EXCLUSION
E0053 11 10	EMPLOYMENT RELATIONS EXCLUSIONS
E0156 11 10	EXCLUSION OF TERRORISM
E0159 11 10	MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGEN EXCLUSION
E0173 11 10	EXTERIOR INSULATION FINISH SYSTEMS (EIFS) EXCLUSION
E0191 11 10	WRAP-UP, OCIP AND JOINT VENTURE EXCLUSION
E0224 07 11	ABSOLUTE MINIMUM PREMIUM (25% MINIMUM)
EWL-1 11 10	EXTERIOR WORK LIMITATION (THREE STORY HEIGHT LIMITATION)
EXL 0555 11 10	POLYCHLORINATED BIPHENYLS (PCB'S) EXCLUSION
EXL 1301 11 10	SERVICE OF SUIT ENDORSEMENT
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
M-46FA 11 10	COVERAGE LIMITATION-SUBCONTRACTED WORK
M0199 11 10	COMMON POLICY CONDITIONS
MD-1 11 10	ANNUAL MINIMUM AND DEPOSIT PREMIUM
R-2 11 10	ROOFING LIMITATION ENDORSEMENT
E0007 11 10	ADDITIONAL INSURED - BLANKET (CONTRACTORS)
E0008 11 10	WAIVER OF SUBROGATION - BLANKET (WRITTEN CONTRACT)
M231-A 11 10	PRIMARY & NON-CONTRIBUTORY WORDING NY ONLY

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SUBCONTRACTED WORK ENDORSEMENT **DAMAGE TO "YOUR WORK" LIMITATION**

It is hereby agreed that with respect to "your work" that is performed on your behalf by contractors or subcontractors, Exclusion 2. I. set forth in Section I, Coverage A – Bodily Injury and Property Damage Liability, is hereby deleted in its entirety and replaced by the following:

I. Damage to Your Work - "Property damage" to "your work" arising out of it or any part of it and included with the "products-completed operations hazard."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 00 01 12 07

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

- (1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

- (2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
- 2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.

- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 21 96 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
 - b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:**
1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 21 98 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,
**Exclusions of Section I – Coverages – Bodily Injury
And Property Damage Liability**

2. Exclusions

This insurance does not apply to:

Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

The following definition is added to the Definitions Section:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

DEDUCTIBLE - PER OCCURRENCE

It is hereby agreed that:

DEDUCTIBLE AMOUNT:

PREMISES/OPERATIONS	\$ 0
PRODUCTS/COMPLETED OPERATIONS	\$ 0

1. No claim shall be payable under this policy unless the aggregate liability for any one "occurrence", including all legal fees and loss adjustment expenses exceeds the above deductible amount. That portion of the sum that does not exceed the deductible amount shall be deducted from the amount payable hereunder for each "occurrence."

2. The terms of the policy including those with respect to (a) our rights and duties with respect to the defense of "suits" and (b) your duties in the event of an "occurrence" apply irrespective of the application of the deductible amount.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

ASBESTOS EXCLUSION

Notwithstanding any provision to the contrary contained in this policy, it is hereby agreed that this policy shall not apply to "bodily injury", "property damage" or "personal and advertising injury" based upon, arising out of, or in any way related to, directly or indirectly:

- 1) inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
- 2) the use of asbestos in constructing or manufacturing any good, product or structure;
- 3) the removal or abatement of asbestos from any good, product or structure; or
- 4) the manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or "suit" related to any of the above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PUNITIVE, TREBLE OR EXEMPLARY DAMAGES EXCLUSION

It is hereby agreed that this policy shall not apply to a claim of, or indemnification for, punitive, treble or exemplary damages. If a "suit" shall have been brought against the insured for any claim falling within the coverage provided under the policy, seeking both compensatory and punitive, treble or exemplary damages, then we will afford a defense to such action. In no event, however, shall we have an obligation to pay for any loss, costs, interest, expenses or damages attributable to punitive, treble or exemplary damages.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CROSS LIABILITY EXCLUSION

It is hereby agreed that this policy shall not apply to any liability of one insured for "bodily injury" or "personal and advertising injury" to an "employee" and/or "temporary worker" of another insured, nor shall it apply to any liability of one insured for "property damage" to real or personal property of another insured. For purposes of this endorsement, the term insured does not include additional insureds added to this policy by endorsement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

SUBSIDENCE EXCLUSION

It is hereby agreed that this policy shall not apply to any liability for property damage caused by, resulting from, contributed to, aggravated by or concurrently caused by "subsidence" and arising out of or attributable to "your work". For purposes of this endorsement "subsidence" shall be defined as earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or earth shifting.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PROFESSIONAL LIABILITY EXCLUSION

It is hereby agreed that this policy shall not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses arising out of the rendering or failure to render any of the following professional services:

- 1) Architect and Engineering Services, including the preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or drawings and specifications;
- 2) Medical, Dental, Nursing or Long Term Care Services, including the prescribing of or the failure to prescribe drugs and/or a course of treatment;
- 3) Legal, Accounting, Tax Preparation, Financial or Investment Services;
- 4) Insurance Agent or Brokering Services, including the procurement of or the failure to procure insurance in respect of personal lines, commercial lines, accidental and health, life insurance or annuities;
- 5) Real Estate Agent, Title Agent, Mortgage Broker or Home Financing Services; or
- 6) Software, Computer Hardware or Web Site design or installation.

It is further agreed that this policy shall not apply to "bodily injury", "property damage", "personal and advertising injury", or medical expenses arising out of any supervisory, inspection, review or consultancy services performed in connection with any of the above professional services.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LEAD EXCLUSION

Notwithstanding anything to the contrary contained in this policy, it is hereby agreed that the coverage afforded by this policy shall not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses based upon, arising out of, or in any way related to, directly or indirectly:

- 1) inhaling, ingesting or prolonged physical exposure to lead or goods or products containing lead;
- 2) the use of lead in constructing or manufacturing any good, product or structure;
- 3) the removal or abatement of lead from any good, product or structure; or
- 4) the manufacture, transportation, storage or disposal of lead or goods or products containing lead.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or "suit" related to any of the above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

EMPLOYMENT RELATIONS EXCLUSION

It is hereby agreed that this policy shall not apply to actual or alleged "bodily injury", "property damage" or "personal and advertising injury" to:

- (1) An "employee" or former "employee" of any insured, whether or not arising out of or in the course of employment by the insured, or an applicant for employment with any insured, if the "bodily injury", "property damage" or "personal and advertising injury" arises out of any of the following:
 - a. Refusal to employ or rehire;
 - b. Termination of employment, including but not limited to lay-offs for any reason, retirement or reduction in force;
 - c. Coercion;
 - d. Demotion or non-promotion;
 - e. Performance evaluation;
 - f. Reassignment or transfer;
 - g. Discipline;
 - h. Defamation;
 - i. Harassment;
 - j. Humiliation;
 - k. Discrimination including but not limited to discrimination based upon race, color, creed, religion, political belief, age, physical type, physical limitation or handicap, medical condition, sex or sexual orientation;
 - l. Sexual abuse including rape, sodomy, sexual acts of a non-consenting nature, sexual harassment or humiliation, and assault and battery in connection with the foregoing;
 - m. Malicious prosecution;

- n. Retaliation or reprisal for whistleblowing;
 - o. Violation of the Fair Labor Standards Act or state wage and hour laws; or
 - p. Other employment related practices, policies, acts or omissions.
- (2) The spouse, domestic partner, child, parent, brother, sister, or relative of that "employee", former "employee" or any applicant for employment as consequence of (1) above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION OF TERRORISM

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involves the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGEN EXCLUSION

It is hereby agreed that this policy shall not apply:

1. to "bodily injury", "property damage", or "personal and advertising injury";
2. to damages for devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;
3. to any loss, cost or expense, including but not limited to fines and penalties, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "organic pathogens"; or
4. to any "suit" or administrative or regulatory procedure or process in which an insured may be involved as a party;

arising, directly or indirectly, or in concurrence or in any sequence out of or in any way relating to actual, alleged or threatened existence, discharge, dispersal, release or escape of "organic pathogens," whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

This insurance shall not apply to any "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense arising out of or in any way related to any form of "organic pathogens," whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is intentionally caused, or whether or not such injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the insured.

"Organic pathogen" means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproducts, such as mycotoxins, mildew, or biogenic aerosols.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

EXTERIOR INSULATION FINISH SYSTEMS (EIFS) EXCLUSION

It is hereby agreed that this policy shall not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including removal, remodeling, service, correction or replacement of an "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
2. Any work or operations with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" is used on any part of that structure.

For the purposes of this endorsement, "exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

- a. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
- b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- c. A reinforced or unreinforced base coat;
- d. A finish coat providing surface texture to which color may be added; and/or
- e. Any flashing, caulking or sealant used with the system for any purpose.

The coverage afforded by the policy shall not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or "suit" related to any of the above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

WRAP-UP, OCIP AND JOINT VENTURE EXCLUSION

It is hereby agreed that this policy shall not apply to any claim arising out of any project for which the insured is included within a wrap-up insurance program, an owner-controlled insurance program (OCIP), or an insurance program obtained by a joint venture. The foregoing exclusion shall apply regardless of the terms of coverage of such insurance.

This exclusion applies whether or not the wrap-up, joint venture or OCIP:

- A. Provides coverage identical to that provided by this policy;
- B. Has limits adequate to cover all claims; or
- C. Remains in effect.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

ABSOLUTE MINIMUM PREMIUM **(25% MINIMUM)**

It is hereby agreed that in the event that this policy is cancelled by "you" the insured, the minimum premium due under this policy will be the greater of the following:

- (1) The Total Policy premium shown in the Declarations Page multiplied by the applicable short-rate earned premium factor;
- (2) The earned premium based upon the policy rate multiplied by the gross receipts, payroll or other premium adjustment basis for the policy period; or
- (3) The absolute minimum premium of 25% of the annual premium as shown on the Declarations Page.

Such absolute minimum premium shall not be subject to pro rata or short rate adjustment

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

EXTERIOR WORK LIMITATION **(THREE STORY HEIGHT LIMITATION)**

It is hereby agreed that with respect to new construction or exterior contracting operations performed on the exterior side of structures or buildings, any work performed by the insured, or by any subcontractor on behalf of the insured, shall be at heights of no greater than 50 feet or three stories.

Any claims for "bodily injury", "property damage" or "personal and advertising injury" involving exterior work performed at greater than 50 feet or three stories in height shall be excluded hereunder.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

POLYCHLORINATED BIPHENYLS (PCB'S) EXCLUSION

It is hereby agreed that this insurance shall not apply to "bodily injury", "property damage" or "personal and advertising injury" based upon, arising out of, or in any way related to, directly or indirectly, manufacturing, handling, distribution, sale, application, consumption or use of any chemical or product known as Polychlorinated Biphenyl's (PCB's) or which has the same chemical formulary, or which contain a Polychlorinated Biphenyl's derivative or which is generally known in the chemical trade as having similar formulation, structure, or function by whatever name manufactured, formulated, structured, sold or distributed.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

SERVICE OF SUIT ENDORSEMENT

In the event of failure of the Company to pay any amount claimed to be due under the terms of this policy, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of appeal.

It is further agreed that service of process in such suit may be made upon the Senior Vice President - Claims, Endurance American Specialty Insurance Company C/O Endurance Specialty Insurance Marketing Corp., 725 South Figueroa Street, Suite 2100, Los Angeles, California 90017.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, as its true and lawful attorney upon whom service may be made of any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Senior Vice President – Claims as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This endorsement does not change any other provision of the policy.

POLICY NUMBER: CBC10000166001

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**NUCLEAR ENERGY LIABILITY EXCLUSION
ENDORSEMENT****(Broad Form)**

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COVERAGE LIMITATION - SUBCONTRACTED WORK

It is hereby agreed that this policy shall not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of work performed on your behalf by a subcontractor "engaged" by you unless you have complied with Paragraph 1, Contractual Indemnification, or Paragraph 2, Insurance Coverage

(1) Contractual Indemnification: You have entered into a valid and enforceable written contract with each subcontractor "engaged" by you out of whose work (or work performed by any person or entity "engaged" by such contractor) such "bodily injury", "property damage", "personal and advertising injury" arose.

- (a) Such contract shall stipulate that such subcontractor "engaged" by you will defend, hold harmless and indemnify you and any person on whose behalf you are performing work and/or are required to defend, hold harmless and indemnify (including but not limited to property owners, general contractors, government entities, and construction managers);
- (b) Such indemnification shall apply to the fullest extent permitted by applicable law in the event of loss, including, but not limited to any "suit" arising out of any loss suffered by any "employee" of the subcontractor (and any person or any "employee" of any entity "engaged" by such subcontractor); and
- (c) Such indemnification shall apply unless such loss arises solely out of your negligence.

(2) Insurance Coverage: You and any person on whose behalf you are performing work and/or are required to defend, hold harmless and indemnify (including but not limited to property owners, general contractors, government entities and construction managers) are named as additional insureds under a valid and enforceable Commercial General Liability Policy written on behalf of each subcontractor "engaged" by you out of whose work (or work performed by any person or entity "engaged" by such contractor) such "bodily injury", "property damage", or "personal and advertising injury" arose.

- (a) Such policy shall be written on terms no less broad than ISO Form Commercial General Liability 00 01 Occurrence Form) with limits of not less than \$ 1,000,000. any one "occurrence", \$ 2,000,000. general aggregate, and \$ 2,000,000. "products-completed operations hazard" aggregate.

- (b) Such coverage shall apply to the fullest extent permitted by applicable law in the event of loss, including, but not limited to any "suit" arising out of any loss suffered by an "employee" of the subcontractor (and any person or any employee of any entity "engaged" by such subcontractor).
- (c) Such coverage shall apply to such loss unless such loss arises solely out of your negligence.
- (d) Such coverage shall be primary to any limits available under this policy, notwithstanding any other clause to the contrary, including but not limited to any Other Insurance Clause contained in this policy or subcontractor's policy.
- (e) You shall obtain certificates of insurance evidencing such coverage from all such subcontractors.

For purposes of this endorsement, "engaged" means that you have obtained the services of, or contracted with, a subcontractor to perform work, regardless of whether or not there exists a formal, "written contract."

Unintentional Errors & Omissions

Notwithstanding the Coverage Limitation – Subcontracted Work Endorsement, shown above, it is hereby agreed that the following shall apply:

As a condition of binding coverage, you agree to have written procedures in place requiring indemnification from subcontractors "engaged" by you.

However, in the event of your unintentional noncompliance with Paragraph (1) of the Coverage Limitation – Subcontracted Work Endorsement where the subcontractor does not provide coverage in accordance with Paragraph (2) of the Coverage Limitation – Subcontracted Work Endorsement, a deductible of **\$25,000** will apply which includes, but is not limited to, all costs, losses, loss adjustment expenses and legal fees with respect to any loss arising out of work performed on your behalf by such subcontractor.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declaration may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be short-rate. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time.
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

We do not warrant that conditions:

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply to us and any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent, except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Deletion of Conditions:

The following Policy Conditions are herein deleted:

1. Section IV.9. When We Do Not Renew
2. Clause 2. of the Supplementary Payments – Coverages A and B are Hereby Deleted.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

ANNUAL MINIMUM AND DEPOSIT PREMIUM

It is hereby agreed that the premium designated in this policy as "advance premium" is a minimum and deposit premium, which shall be credited to the amount of the earned premium due at the end of the policy period. Advance premium shall include any additional premium adjustment made during the policy period. The policy period is defined as the full annual term of the policy or a shorter term due to cancellation.

At the close of each policy period (designated in the Declaration Page as the audit period), we will compute the earned premium for that period. Such earned premium is due and payable upon notice to you. If the total earned premium for the policy period is less than the premium designated as "advance premium," then the minimum and deposit premium for the policy period indicated is the advance premium and is not subject to further adjustment.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

ROOFING LIMITATION ENDORSEMENT

It is hereby agreed that we do not cover claims, loss, costs or expense due to "property damage" arising out of wind, hail, snow, rain, ice or any combination of these unless a suitable waterproof temporary covering, able to withstand the normal elements and large enough to cover the area being worked on, has been properly secured in place. This cover is to be put into place any time the contractor leaves the job site.

This limitation applies to any sub-contracted work performed on behalf of the insured, including any sub-contractors of sub-contractors.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

ADDITIONAL INSURED - BLANKET **(CONTRACTORS)**

It is hereby agreed that:

A. The following are included as additional insureds:

Any entity required by written contract or as required in writing from a municipality as a condition of issuing a permit (hereinafter for purposes of this endorsement called "additional insured") to be named as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the additional insured, or acts or omissions of the additional insured, in connection with their general supervision of "your work" to the extent set forth below:

- 1) The limits of insurance provided on behalf of the additional insured(s) will not be greater than the limits of insurance provided in this policy.
- 2) Except as provided herein all insuring agreements, exclusions and conditions of this policy apply to such additional insured(s).
- 3) The insurance provided by us to the additional insured will not be greater than that required by contract and to the extent that such insurance is more restrictive the terms of the insuring agreements, exclusions and conditions of this policy shall be deemed to be amended accordingly.
- 4) In no event shall coverages or limits of Insurance in this policy be increased by such contract.

This insurance does not apply to:

- a) "Bodily injury" or "property damage" occurring after:
 - 1) All work on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - 2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- b) "Bodily injury" or "property damage" arising out of any act, omission or negligence of the additional insured(s) or any of their "employees" or "temporary workers", other than the general supervision of work performed for the additional insured(s) by you.
 - c) "Property damage" to:
 - 1) Property owned, used or occupied by or rented to the additional insured(s); or
 - 2) Property in care, custody or control of the additional Insured(s) or over which the additional Insured(s) are for any purpose exercising physical control.
- B. With respect to additional insured(s), who are architects, engineers or surveyors, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional service by or for you, including:
- 1) The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - 2) Supervisory, inspection or engineering services.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

WAIVER OF SUBROGATION – BLANKET (WRITTEN CONTRACT)

It is hereby agreed that we waive any rights of subrogation to which we may be entitled if, prior to loss, the insured has agreed to such waiver in writing, but only to the extent required by said written agreement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Primary and Non-Contributory

It is hereby agreed that where required by written contract, or as required in writing from a municipality as a condition of issuing a permit, this policy shall be primary to any insurance carried by an additional insured, and any insurance carried by such additional insured shall not be called upon to contribute to any claim covered under this policy, provided that the claim arises directly from work performed by the insured or others working directly on behalf of the insured and provided further that the "occurrence" that gives rise to such claim happened subsequent to the execution of the written contract.

It is warranted that whenever the insured has agreed by written contract to be primary to any insurance carried by an additional insured, the insured will require by written contract that the Commercial General Liability policy of any contractor or subcontractor of the insured will be primary to any insurance carried by the insured and that the insured's Commercial General Liability policy shall not be called upon to contribute to any claim covered under any policy of such contractor or subcontractor.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Endurance American Specialty Insurance Company

**750 3rd Avenue
New York, NY 10017**

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Senior Vice President and countersigned where required by law on the Declarations page by its duly authorized representative.

A handwritten signature in black ink that reads "Richard M. Appel". The signature is fluid and cursive.

Senior Vice President

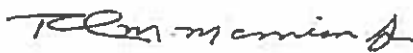
A handwritten signature in black ink that appears to read "John A. Yant". The signature is fluid and cursive.

President

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGESPolicy Change
Number **0001**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 3/28/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
IT IS UNDERSTOOD AND AGREED THAT:		
<input type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 4. RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 6. AUDIT <input type="checkbox"/> 7. COVERAGE/LIMITS	<input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 9. EXPIRATION DATE <input checked="" type="checkbox"/> 10. TERMS <input type="checkbox"/> 11. NAME OF INSURED <input type="checkbox"/> 12. ADDRESS OF INSURED <input type="checkbox"/> 13. ADDITIONAL INSURED <input type="checkbox"/> 14. REINSTATEMENT	<input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATE <input type="checkbox"/> MINIMUM PREMIUM APPLIES <input type="checkbox"/> 16. OTHER
Form CG 20 10 ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION is added to the policy. NO CHANGE IN PREMIUM 4/12/12- L D BRK: Archer A. Associates, Inc.		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		



 Authorized Representative Signature

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALEXANDER WOLF & SON A DIVISION OF A.W.&S.CONSTRUCTION CO., INC 211 EAST 43RD STREET 21ST FLOOR NEW YORK, NY 10017	211 EAST 43RD STREET 21ST FLOOR NEW YORK, NY 10017
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

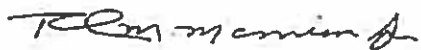
This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGESPolicy Change
Number **0002**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 5/2/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
IT IS UNDERSTOOD AND AGREED THAT:		
<input checked="" type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 4. RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 6. AUDIT <input checked="" type="checkbox"/> 7. COVERAGE/LIMITS	<input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 9. EXPIRATION DATE <input checked="" type="checkbox"/> 10. TERMS <input type="checkbox"/> 11. NAME OF INSURED <input type="checkbox"/> 12. ADDRESS OF INSURED <input checked="" type="checkbox"/> 13. ADDITIONAL INSURED <input type="checkbox"/> 14. REINSTATEMENT	<input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATE <input type="checkbox"/> MINIMUM PREMIUM APPLIES <input checked="" type="checkbox"/> 16. OTHER
COMMERCIAL GENERAL LIABILITY COVERAGE PART \$ 250.00 NY - Excess Line Tax \$ 9.00 NY - Stamping Fee \$ 0.50 TOTAL \$ 259.50		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		

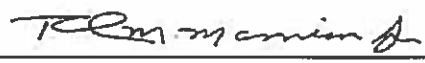

 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number **0002**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 5/2/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
<p>COVERAGE EXTENSION :</p> <p>CG 20 37 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - NON BLANKET FORM - SCHEDULE EACH INTEREST is ADDED.</p> <p>ENDORSEMENT NOTES :</p> <p>5/11/12- LD</p> <p>BRK: ARCHER A ASSOCIATES , INC</p> <p style="text-align: center; margin-top: 20px;">ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</p>		

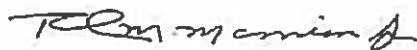


 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGESPolicy Change
Number **0002**

POLICY NUMBER CBC10000166001		POLICY CHANGES EFFECTIVE 5/2/2012 12:01AM		COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY					
NAMED INSURED Vanquish Contracting Corp.				AUTHORIZED REPRESENTATIVE					
COVERAGE PARTS AFFECTED GENERAL LIABILITY									
GENERAL LIABILITY CHANGES									
<u>Loc No</u>	<u>Subline</u>	<u>Class</u>	<u>Description</u>	<u>Premium Basis</u>	<u>Exposure</u>	<u>Rate</u>	<u>Premium</u>	<u>Pro Rata Factor</u>	<u>Pro-Rated Premium</u>
	CGL		CG 20 37 - ADDITIONAL IN- SURED - OWNERS, LESSEES OR CONTRACTORS - COM- PLETED OPERATIONS - NON BLANKET FORM - SCHEDULE EACH INTEREST	(F)	1	\$ 250.000	\$ 250	1.000	\$ 250
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.									


Authorized Representative Signature

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

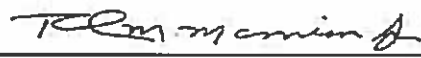
Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALEXANDER WOLF & SONS, A DIVISION OF A.W&S CONSTRUCTION CO, INC 211 EAST 43RD STREET NEW YORK, NY 10017 21ST FLORO	211 EAST 43RD STREET NEW YORK, NY 10017 21 ST FLOOR
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGESPolicy Change
Number **0003**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 5/2/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
IT IS UNDERSTOOD AND AGREED THAT:		
<input checked="" type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 4. RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 6. AUDIT <input checked="" type="checkbox"/> 7. COVERAGE/LIMITS	<input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 9. EXPIRATION DATE <input checked="" type="checkbox"/> 10. TERMS <input type="checkbox"/> 11. NAME OF INSURED <input type="checkbox"/> 12. ADDRESS OF INSURED <input checked="" type="checkbox"/> 13. ADDITIONAL INSURED <input type="checkbox"/> 14. REINSTATEMENT	<input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATE <input type="checkbox"/> MINIMUM PREMIUM APPLIES <input checked="" type="checkbox"/> 16. OTHER
COMMERCIAL GENERAL LIABILITY COVERAGE PART \$ 250.00 NY - Excess Line Tax \$ 9.00 NY - Stamping Fee \$ 0.50 TOTAL \$ 259.50		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		

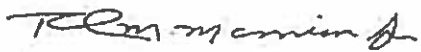

 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number **0003**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 5/2/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
COVERAGE EXTENSION : CG 20 37 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - NON BLANKET FORM - SCHEDULE EACH INTEREST is AMENDED.		
ENDORSEMENT NOTES : 5/11/12- L D BRK: Archer A. Associates, Inc.		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		

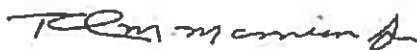


 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGESPolicy Change
Number **0003**

POLICY NUMBER CBC10000166001		POLICY CHANGES EFFECTIVE 5/2/2012 12:01AM		COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY					
NAMED INSURED Vanquish Contracting Corp.				AUTHORIZED REPRESENTATIVE					
COVERAGE PARTS AFFECTED GENERAL LIABILITY									
GENERAL LIABILITY CHANGES									
<u>Loc No</u>	<u>Subline</u>	<u>Class</u>	<u>Description</u>	<u>Premium Basis</u>	<u>Exposure</u>	<u>Rate</u>	<u>Premium</u>	<u>Pro Rate Factor</u>	<u>Pro-Rated Premium</u>
	CGL		CG 20 37 - ADDITIONAL IN- SURED - OWNERS, LESSEES OR CONTRACTORS - COM- PLETED OPERATIONS - NON BLANKET FORM - SCHEDULE EACH INTEREST	(F)	1	\$ 250.000	\$ 250	1.000	\$ 250
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.									


 Authorized Representative Signature

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
EASTMAN, COOKE & ASSOCIATES, LLC 20 WEST 22ND STREET SUITE 815 NEW YORK, NY 10010	JOB # 11037 SAVANA AH 100 WALL STREET 10TH FLOOR 100 WALL STREET NEW YORK, NY 10005
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
EASTMAN, COOKE & ASSOCIATES , LLC 20 WEST 22ND STREET SUITE 815 NEW YORK, NY 10010	JOB # 11037 SAVANAAH 100 WALL STREET 10TH FLOOR 100 WALL STREET NEW YORK, NY 10005
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

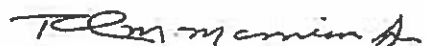
Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number **0004**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 6/27/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
IT IS UNDERSTOOD AND AGREED THAT:		
<input checked="" type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 4. RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 6. AUDIT <input checked="" type="checkbox"/> 7. COVERAGE/LIMITS	<input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 9. EXPIRATION DATE <input checked="" type="checkbox"/> 10. TERMS <input type="checkbox"/> 11. NAME OF INSURED <input type="checkbox"/> 12. ADDRESS OF INSURED <input checked="" type="checkbox"/> 13. ADDITIONAL INSURED <input type="checkbox"/> 14. REINSTATEMENT	<input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATE <input type="checkbox"/> MINIMUM PREMIUM APPLIES <input checked="" type="checkbox"/> 16. OTHER
<p style="text-align: right;"> COMMERCIAL GENERAL LIABILITY COVERAGE PART \$ 100.00 NY - Excess Line Tax \$ 3.60 NY - Stamping Fee \$ 0.20 TOTAL \$ 103.80 </p>		
<p>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</p>		



 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number **0004**

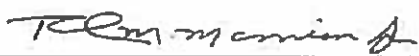
POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 6/27/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
<p>COVERAGE EXTENSION :</p> <p>CG 20 10 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION is ADDED.</p> <p>ENDORSEMENT NOTES :</p> <p>06/28/2012 BP BRK: Archer A. Associates, Inc.</p> <p style="text-align: center;">ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</p>		


 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGESPolicy Change
Number **0004**

POLICY NUMBER CBC10000166001		POLICY CHANGES EFFECTIVE 6/27/2012 12:01AM		COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY					
NAMED INSURED Vanquish Contracting Corp.				AUTHORIZED REPRESENTATIVE					
COVERAGE PARTS AFFECTED GENERAL LIABILITY									
GENERAL LIABILITY CHANGES									
<u>Loc No</u>	<u>Subline</u>	<u>Class</u>	<u>Description</u>	<u>Premium Basis</u>	<u>Exposure</u>	<u>Rate</u>	<u>Premium</u>	<u>Pro Rata Factor</u>	<u>Pro-Rated Premium</u>
	CGL		CG 20 10 - ADDITIONAL IN- SURED - OWNERS, LESSEES OR CONTRACTORS - SCHE- DULED PERSON OR ORGANI- ZATION	(F)	1	\$ 100.000	\$ 100	1.000	\$ 100
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.									


 Authorized Representative Signature

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
600 LEXINGTON OWNER LLC;600 LEXINGTON JC LLC;600 LEXINGTON REALTY CORP; SLG 600 LEXINGTON SH LLC,SLG 600 LEXINGTON PROMOTE LLC, ARCHSTONE BUILDERS LLC. 600 LEXINGTON AVENUE NEW YORK,NY 10022	JOB NO (12-A017)SL GREEN @ 600 LEXINGTON AVENUE,NEW YORK,NY 10001
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

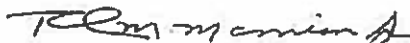
B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**Policy Change
Number**0005**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 6/25/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
IT IS UNDERSTOOD AND AGREED THAT:		
<input type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 4. RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 6. AUDIT <input type="checkbox"/> 7. COVERAGE/LIMITS	<input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 9. EXPIRATION DATE <input checked="" type="checkbox"/> 10. TERMS <input type="checkbox"/> 11. NAME OF INSURED <input checked="" type="checkbox"/> 12. ADDRESS OF INSURED <input type="checkbox"/> 13. ADDITIONAL INSURED <input type="checkbox"/> 14. REINSTATEMENT	<input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATE <input type="checkbox"/> MINIMUM PREMIUM APPLIES <input type="checkbox"/> 16. OTHER
NO CHANGE IN PREMIUM 07/16/2012 MR BRK: Archer A. Associates, Inc.		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		



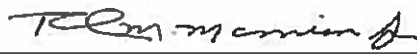
 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number **0005**

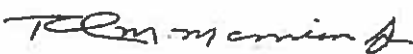
POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 6/25/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
INSURED INFORMATION Mailing Address is amended to read as:		
		56-02 Arnold Avenue, Maspeth, NY 11378
GENERAL LIABILITY INFORMATION Location 001 Location Address is amended to read as:		
		56-02 Arnold Avenue, Maspeth, NY 11378
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		



 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**Policy Change
Number**0006**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 6/25/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
IT IS UNDERSTOOD AND AGREED THAT:		
<input type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 4. RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 6. AUDIT <input type="checkbox"/> 7. COVERAGE/LIMITS	<input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 9. EXPIRATION DATE <input checked="" type="checkbox"/> 10. TERMS <input type="checkbox"/> 11. NAME OF INSURED <input checked="" type="checkbox"/> 12. ADDRESS OF INSURED <input type="checkbox"/> 13. ADDITIONAL INSURED <input type="checkbox"/> 14. REINSTATEMENT	<input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATE <input type="checkbox"/> MINIMUM PREMIUM APPLIES <input type="checkbox"/> 16. OTHER
NO CHANGE IN PREMIUM 08/06/2012 MR BRK: Archer A. Associates, Inc.		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		


 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

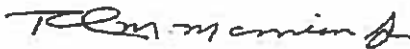
Policy Change Number 0006

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 6/25/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanguish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED		
GENERAL LIABILITY		
CHANGES		
INSURED INFORMATION Mailing Address is amended to read as: <div style="float: right;">56-02 Arnold Avenue, Maspeth, NY 11378</div>		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		

TCM.mcm
Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**Policy Change
Number**0007**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 6/25/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
IT IS UNDERSTOOD AND AGREED THAT:		
<input type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 4. RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 6. AUDIT <input type="checkbox"/> 7. COVERAGE/LIMITS	<input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 9. EXPIRATION DATE <input checked="" type="checkbox"/> 10. TERMS <input type="checkbox"/> 11. NAME OF INSURED <input checked="" type="checkbox"/> 12. ADDRESS OF INSURED <input type="checkbox"/> 13. ADDITIONAL INSURED <input type="checkbox"/> 14. REINSTATEMENT	<input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATE <input type="checkbox"/> MINIMUM PREMIUM APPLIES <input type="checkbox"/> 16. OTHER
NO CHANGE IN PREMIUM 08/08/2012 MR BRK: Archer A. Associates, Inc.		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		


 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES


Policy Change
Number **0007**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 6/25/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
GENERAL LIABILITY INFORMATION Location 001 Location Address is amended to read as: <div style="float: right; text-align: right;">56-02 Arnold Avenue, Maspeth, NY 11378</div>		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		


 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**Policy Change
Number **0008**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 10/17/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
IT IS UNDERSTOOD AND AGREED THAT:		
<input checked="" type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 4. RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 6. AUDIT <input checked="" type="checkbox"/> 7. COVERAGE/LIMITS	<input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 9. EXPIRATION DATE <input checked="" type="checkbox"/> 10. TERMS <input type="checkbox"/> 11. NAME OF INSURED <input type="checkbox"/> 12. ADDRESS OF INSURED <input checked="" type="checkbox"/> 13. ADDITIONAL INSURED <input type="checkbox"/> 14. REINSTATEMENT	<input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATE <input type="checkbox"/> MINIMUM PREMIUM APPLIES <input checked="" type="checkbox"/> 16. OTHER
<p style="text-align: right;"> COMMERCIAL GENERAL LIABILITY COVERAGE PART \$ 250.00 NY - Excess Line Tax \$ 9.00 NY - Stamping Fee \$ 0.50 TOTAL \$ 259.50 </p>		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		

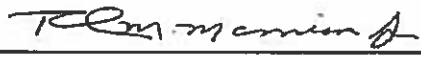

 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number **0008**

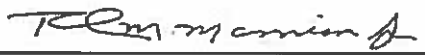
POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 10/17/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
<p>COVERAGE EXTENSION :</p> <p>CG 20 37 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - NON BLANKET FORM - SCHEDULE EACH INTEREST is AMENDED.</p> <p>ENDORSEMENT NOTES :</p> <p>10/18/2012 BP</p> <p>BRK: Archer A. Associates, Inc.</p> <p>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</p>		


Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGESPolicy Change
Number **0008**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 10/17/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY							
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE							
COVERAGE PARTS AFFECTED GENERAL LIABILITY									
GENERAL LIABILITY CHANGES									
<u>Loc No</u>	<u>Subline</u>	<u>Class</u>	<u>Description</u>	<u>Premium Basis</u>	<u>Exposure</u>	<u>Rate</u>	<u>Premium</u>	<u>Pro Rata Factor</u>	<u>Pro-Rated Premium</u>
	CGL		CG 20 37 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - NON BLANKET FORM - SCHEDULE EACH INTEREST	(F)	1	\$ 250.000	\$ 250	1.000	\$ 250
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.									


Authorized Representative Signature

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

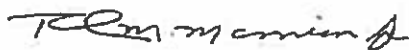
SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Eastman, Cooke & Associates, LLC and Kings & Queens Residential LLC, Stone Commercial Management LLC. KQR Management LLC and all Owners of Properties currently managed. 20 West 22nd Street Suite: 815 New York, NY 10010	977-77 Queens blvd queens, Ny 11374
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**Policy Change
Number**0009**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 10/17/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
IT IS UNDERSTOOD AND AGREED THAT:		
<input type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 4. RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 6. AUDIT <input type="checkbox"/> 7. COVERAGE/LIMITS	<input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 9. EXPIRATION DATE <input checked="" type="checkbox"/> 10. TERMS <input type="checkbox"/> 11. NAME OF INSURED <input type="checkbox"/> 12. ADDRESS OF INSURED <input type="checkbox"/> 13. ADDITIONAL INSURED <input type="checkbox"/> 14. REINSTATEMENT	<input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATE <input type="checkbox"/> MINIMUM PREMIUM APPLIES <input type="checkbox"/> 16. OTHER
Form CG 20 10 ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION is added to the policy. 10/18/2012 BP BRK: Archer A. Associates, Inc.		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		



Authorized Representative Signature

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Eastman, Cooke & Associates, LLC and Kings & Queens Residential LLC, Stone Commercial Management LLC. KQR Management LLC and all Owners of Properties currently managed. 20 West 22nd Street Suite: 815 New York, NY 10010	977-77 Queens blvd queens, Ny 11374
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

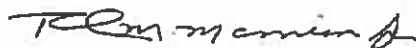
B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**Policy Change
Number**0010**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 12/5/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
IT IS UNDERSTOOD AND AGREED THAT:		
<input type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 4. RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 6. AUDIT <input type="checkbox"/> 7. COVERAGE/LIMITS	<input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 9. EXPIRATION DATE <input checked="" type="checkbox"/> 10. TERMS <input type="checkbox"/> 11. NAME OF INSURED <input type="checkbox"/> 12. ADDRESS OF INSURED <input type="checkbox"/> 13. ADDITIONAL INSURED <input type="checkbox"/> 14. REINSTATEMENT	<input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATE <input type="checkbox"/> MINIMUM PREMIUM APPLIES <input type="checkbox"/> 16. OTHER
<p>Form CG 20 10 ADDITIONAL INSURED-OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION is added to the policy.</p> <p>NO CHANGE IN PREMIUM</p> <p>12/05/2012 BP BRK: ARCHER A ASSOCIATES INC.</p>		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		


 Authorized Representative Signature

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Eastman, Cooke & Associates 100 Wall Street Property LLC; 100 Wall Street Property Investors II, LLC; Savanna Investment Management LLC; SIM II, LLC; Jones Lang LaSalle Americas, Inc 20 West 22nd Street, Suite 815 New York, NY 10010	52-15 11TH STREET LONG ISLAND CITY, NY 11101
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

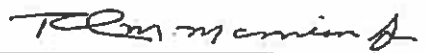
B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**POLICY CHANGES**Policy Change
Number **0011**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 12/5/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
IT IS UNDERSTOOD AND AGREED THAT:		
<input checked="" type="checkbox"/> 1. PREMIUM <input type="checkbox"/> 2. ADVANCE PREMIUM <input type="checkbox"/> 3. MINIMUM PREMIUM <input type="checkbox"/> 4. RATE <input type="checkbox"/> 5. INSTALLMENT <input type="checkbox"/> 6. AUDIT <input checked="" type="checkbox"/> 7. COVERAGE/LIMITS	<input type="checkbox"/> 8. INCEPTION DATE <input type="checkbox"/> 9. EXPIRATION DATE <input checked="" type="checkbox"/> 10. TERMS <input type="checkbox"/> 11. NAME OF INSURED <input type="checkbox"/> 12. ADDRESS OF INSURED <input checked="" type="checkbox"/> 13. ADDITIONAL INSURED <input type="checkbox"/> 14. REINSTATEMENT	<input type="checkbox"/> 15. COVERAGE IS CANCELLED <input type="checkbox"/> FLAT CANCELLATION <input type="checkbox"/> SHORT RATE <input type="checkbox"/> PRO RATE <input type="checkbox"/> MINIMUM PREMIUM APPLIES <input checked="" type="checkbox"/> 16. OTHER
<p style="text-align: right;"> COMMERCIAL GENERAL LIABILITY COVERAGE PART \$ 250.00 NY - Excess Line Tax \$ 9.00 NY - Stamping Fee \$ 0.50 TOTAL \$ 259.50 </p>		
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.		

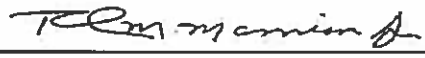

 Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGES

Policy Change
Number **0011**

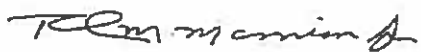
POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 12/5/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE
COVERAGE PARTS AFFECTED GENERAL LIABILITY		
CHANGES		
<p>COVERAGE EXTENSION :</p> <p>CG 20 37 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - NON BLANKET FORM - SCHEDULE EACH INTEREST is AMENDED.</p> <p>ENDORSEMENT NOTES :</p> <p>12/05/2012 BP BRK: ARCHER A ASSOCIATES ,INC.</p> <p>ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.</p>		


Authorized Representative Signature

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY CHANGESPolicy Change
Number **0011**

POLICY NUMBER CBC10000166001	POLICY CHANGES EFFECTIVE 12/5/2012 12:01AM	COMPANY ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY							
NAMED INSURED Vanquish Contracting Corp.		AUTHORIZED REPRESENTATIVE							
COVERAGE PARTS AFFECTED GENERAL LIABILITY									
GENERAL LIABILITY CHANGES									
<u>Loc No</u>	<u>Subline</u>	<u>Class</u>	<u>Description</u>	<u>Premium Basis</u>	<u>Exposure</u>	<u>Rate</u>	<u>Premium</u>	<u>Pro Rata Factor</u>	<u>Pro-Rated Premium</u>
	CGL		CG 20 37 - ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS - NON BLANKET FORM - SCHEDULE EACH INTEREST	(F)	1	\$ 250.000	\$ 250	1.000	\$ 250
ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.									


 Authorized Representative Signature

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Eastman, Cooke & Associates 100 Wall Street Property LLC; 100 Wall Street Property Investors II, LLC; Savanna Investment Management LLC; SIM II, LLC; Jones Lang LaSalle Americas, Inc 20 WEST 22ND STREET, SUITE 815 NEW YORK,NY 10010	52-15 11TH STREET LONG ISLAND CITY,NY 11101
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY



COMMERCIAL LINES POLICY

This policy consists of:

Declaration

Common Policy Conditions – per M0 199

One or More Coverage Parts

A coverage part consists of:

One or More Coverage Forms

Applicable Forms

Endorsements

POLICY NUMBER: CBC10000166001
RENEWAL OF: CBC10000166000

IL DS 00 09 07

COMMON POLICY DECLARATIONS

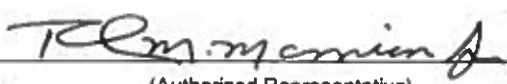
ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY 333 WESTCHESTER AVENUE WHITE PLAINS, NY, 10022	MORSTAN GENERAL AGENCY INC - MANHASSET NY 600 COMMUNITY DRIVE MANHASSET, NY 11030
NAMED INSURED: <u>Vanquish Contracting Corp.</u>	
MAILING ADDRESS: <u>52-15 11th Street</u> <u>Long Island City, NY 11101</u>	
POLICY PERIOD: FROM <u>03/09/2012</u> TO <u>03/09/2013</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
COMMERCIAL GENERAL LIABILITY COVERAGE PART	\$
NY - Excess Line Tax	\$
NY - Inspection Fee	\$
NY - Policy Fee	\$
NY - Stamping Fee	\$
TOTAL PAYABLE AT INCEPTION	\$

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS: <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> TRUST <input type="checkbox"/> LIMITED LIABILITY COMPANY <input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY) <input type="checkbox"/> OTHER: _____	
BUSINESS DESCRIPTION: <u>MASONRY/ DEMO CONTRACTOR</u>	

Countersigned: <div style="text-align: center;">March 8th 2012</div> <div style="text-align: center;">(Date)</div>	By:  <div style="text-align: center;">(Authorized Representative)</div>
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POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG DS 01 10 01**COMMERCIAL GENERAL LIABILITY DECLARATIONS**

ENDURANCE AMERICAN SPECIALTY INSURANCE COMPANY 333 WESTCHESTER AVENUE WHITE PLAINS, NY, 10022	MORSTAN GENERAL AGENCY INC - MANHASSET NY 600 COMMUNITY DRIVE MANHASSET, NY 11030
NAMED INSURED: <u>Vanquish Contracting Corp.</u>	
MAILING ADDRESS: <u>52-15 11th Street</u> <u>Long Island City, NY 11101</u>	
POLICY PERIOD: FROM <u>03/09/2012</u> TO <u>03/09/2013</u> AT 12:01 A.M. TIME AT YOUR MAILING ADDRESS SHOWN ABOVE	

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE		
EACH OCCURRENCE LIMIT	\$	1,000,000
DAMAGE TO PREMISES		
RENTED TO YOU LIMIT	\$	100,000 Any one premises
MEDICAL EXPENSE LIMIT	\$	5,000 Any one person
PERSONAL & ADVERTISING INJURY LIMIT	\$	1,000,000 Any one person or organization
GENERAL AGGREGATE LIMIT	\$	2,000,000
PRODUCTS/COMPLETED OPERATIONS		
AGGREGATE LIMIT	\$	2,000,000

RETROACTIVE DATE (CG 00 02 ONLY)	
THIS INSURANCE DOES NOT APPLY TO "BODILY INJURY", "PROPERTY DAMAGE" OR "PERSONAL AND ADVERTISING INJURY" WHICH OCCURS BEFORE THE RETROACTIVE DATE, IF ANY, SHOWN BELOW.	
RETROACTIVE DATE:	NONE (ENTER DATE OR "NONE" IF NO RETROACTIVE DATE APPLIES)

DESCRIPTION OF BUSINESS	
FORM OF BUSINESS:	
<input type="checkbox"/> INDIVIDUAL	<input type="checkbox"/> PARTNERSHIP
<input type="checkbox"/> JOINT VENTURE	<input type="checkbox"/> TRUST
<input type="checkbox"/> LIMITED LIABILITY COMPANY	<input checked="" type="checkbox"/> ORGANIZATION, INCLUDING A CORPORATION (BUT NOT INCLUDING A PARTNERSHIP, JOINT VENTURE OR LIMITED LIABILITY COMPANY)
<input type="checkbox"/> OTHER: _____	
BUSINESS DESCRIPTION:	<u>MASONRY/ DEMO CONTRACTOR</u>

LOC/PREM NO.	ALL PREMISES YOU OWN, RENT OR OCCUPY	ADDRESS OF ALL PREMISES YOU OWN, RENT OR OCCUPY
1		52-15 11th Street, Long Island City, NY 11101

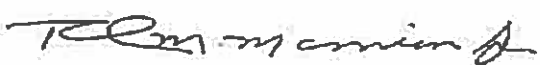
CLASSIFICATION AND PREMIUM							
LOC/PREM NO.	CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
				Prem/ Ops	Prod/Comp Ops	Prem/ Ops	Prod/Comp Ops
1 1 . . .							

(**) MINIMUM PREMIUM APPLIED

STATE TAX OR OTHER (if applicable)		\$
ADDITIONAL PREMIUM		\$
TOTAL PREMIUM (SUBJECT TO AUDIT)		\$
GL PREMIUM SHOWN IS PAYABLE:		
AT INCEPTION		\$
AT EACH ANNIVERSARY		\$
(IF POLICY PERIOD IS MORE THAN ONE YEAR AND PREMIUM IS PAID IN ANNUAL INSTALLMENTS)		
AUDIT PERIOD (IF APPLICABLE)	<input checked="" type="checkbox"/> ANNUALLY	<input type="checkbox"/> SEMI-ANNUALLY
	<input type="checkbox"/> QUARTERLY	<input type="checkbox"/> MONTHLY

ENDORSEMENTS
ENDORSEMENTS ATTACHED TO THIS POLICY:
See attached Schedule of Forms & Endorsements.

THESE DECLARATIONS, TOGETHER WITH THE COMMON POLICY CONDITIONS AND COVERAGE FORM(S) AND ANY ENDORSEMENT(S), COMPLETE THE ABOVE NUMBERED POLICY.

Countersigned:	By:
March 8th 2012	
(Date)	(Authorized Representative)

NOTE

OFFICERS' FACSIMILE SIGNATURES MAY BE INSERTED HERE, ON THE POLICY COVER OR ELSEWHERE AT THE COMPANY'S OPTION.

SURPLUS LINES NOTICE

THIS INSURANCE POLICY IS WRITTEN BY AN INSURER(S) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND NOT PROTECTED IN THE EVENT OF THE INSOLVENCY OF THE INSURER, BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE INSURANCE DEPARTMENT PERTAINING TO POLICY FORMS.

SCHEDULE OF FORMS AND ENDORSEMENTS

Policy No. CBC10000166001

Effective Date 03/09/2012
12:01 A.M., Standard Time

Named Insured: Vanquish Contracting Corp.

<u>FORM NO</u>	<u>FORM DESCRIPTION</u>
BD-3 11 10	SUBCONTRACTED WORK ENDORSEMENT DAMAGE TO "YOUR WORK" LIMITATION
CG 00 01 12 07	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 96 03 05	SILICA OR SILICA-RELATED DUST EXCLUSION
CG 21 98 12 07	TOTAL POLLUTION EXCLUSION ENDORSEMENT
E0001 11 10	DEDUCTIBLE-PER OCCURRENCE
E0011 11 10	ASBESTOS EXCLUSION
E0018 11 10	PUNITIVE, TREBLE OR EXEMPLARY DAMAGES EXCLUSION
E0020 02 11	CROSS LIABILITY EXCLUSION
E0027 01 04	SUBSIDENCE EXCLUSION
E0041 11 10	PROFESSIONAL LIABILITY EXCLUSION
E0052 11 10	LEAD EXCLUSION
E0053 11 10	EMPLOYMENT RELATIONS EXCLUSIONS
E0156 11 10	EXCLUSION OF TERRORISM
E0159 11 10	MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGEN EXCLUSION
E0173 11 10	EXTERIOR INSULATION FINISH SYSTEMS (EIFS) EXCLUSION
E0191 11 10	WRAP-UP, OCIP AND JOINT VENTURE EXCLUSION
E0224 07 11	ABSOLUTE MINIMUM PREMIUM (25% MINIMUM)
EWL-1 11 10	EXTERIOR WORK LIMITATION (THREE STORY HEIGHT LIMITATION)
EXL 0555 11 10	POLYCHLORINATED BIPHENYLS (PCB'S) EXCLUSION
EXL 1301 11 10	SERVICE OF SUIT ENDORSEMENT
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
M-46FA 11 10	COVERAGE LIMITATION-SUBCONTRACTED WORK
M0199 11 10	COMMON POLICY CONDITIONS
MD-1 11 10	ANNUAL MINIMUM AND DEPOSIT PREMIUM
R-2 11 10	ROOFING LIMITATION ENDORSEMENT
E0007 11 10	ADDITIONAL INSURED - BLANKET (CONTRACTORS)
E0008 11 10	WAIVER OF SUBROGATION - BLANKET (WRITTEN CONTRACT)
M231-A 11 10	PRIMARY & NON-CONTRIBUTORY WORDING NY ONLY

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SUBCONTRACTED WORK ENDORSEMENT **DAMAGE TO "YOUR WORK" LIMITATION**

It is hereby agreed that with respect to "your work" that is performed on your behalf by contractors or subcontractors, Exclusion 2. I. set forth in Section I, Coverage A – Bodily Injury and Property Damage Liability, is hereby deleted in its entirety and replaced by the following:

I. Damage to Your Work - "Property damage" to "your work" arising out of it or any part of it and included with the "products-completed operations hazard."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 00 01 12 07

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorney fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged; or
- (b) the operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Distribution Of Material In Violation Of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of websites for others; or

- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs 14.a., b. and c. of "personal and advertising injury" under the Definitions Section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Distribution Of Material In Violation Of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- (3) Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- b. This insurance applies to such liability assumed by the insured;
- c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and

- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by,
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
- a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
- a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal and Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
- a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C
- because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section I – Coverage A – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured by attachment of an endorsement.

(2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web-sites, only that part of a web-site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
- b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph f. does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

- (a) Snow removal;
- (b) Road maintenance, but not construction or resurfacing; or
- (c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
- b. Malicious prosecution;
- c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a policy schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work", and

(2) The providing of or failure to provide warnings or instructions.

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 21 96 03 05

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

C. The following definitions are added to the Definitions Section:

1. "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
2. "Silica-related dust" means a mixture or combination of silica and other dust or particles.

POLICY NUMBER: CBC10000166001

COMMERCIAL GENERAL LIABILITY
CG 21 98 12 07

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TOTAL POLLUTION EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2.,
**Exclusions of Section I – Coverages – Bodily Injury
And Property Damage Liability**

2. Exclusions

This insurance does not apply to:

Pollution

- (1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

The following definition is added to the Definitions Section:

"Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

DEDUCTIBLE - PER OCCURRENCE

It is hereby agreed that:

DEDUCTIBLE AMOUNT:

PREMISES/OPERATIONS	\$ 0
PRODUCTS/COMPLETED OPERATIONS	\$ 0

1. No claim shall be payable under this policy unless the aggregate liability for any one "occurrence", including all legal fees and loss adjustment expenses exceeds the above deductible amount. That portion of the sum that does not exceed the deductible amount shall be deducted from the amount payable hereunder for each "occurrence."
2. The terms of the policy including those with respect to (a) our rights and duties with respect to the defense of "suits" and (b) your duties in the event of an "occurrence" apply irrespective of the application of the deductible amount.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

ASBESTOS EXCLUSION

Notwithstanding any provision to the contrary contained in this policy, it is hereby agreed that this policy shall not apply to "bodily injury", "property damage" or "personal and advertising injury" based upon, arising out of, or in any way related to, directly or indirectly:

- 1) inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
- 2) the use of asbestos in constructing or manufacturing any good, product or structure;
- 3) the removal or abatement of asbestos from any good, product or structure; or
- 4) the manufacture, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or "suit" related to any of the above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PUNITIVE, TREBLE OR EXEMPLARY DAMAGES EXCLUSION

It is hereby agreed that this policy shall not apply to a claim of, or indemnification for, punitive, treble or exemplary damages. If a "suit" shall have been brought against the insured for any claim falling within the coverage provided under the policy, seeking both compensatory and punitive, treble or exemplary damages, then we will afford a defense to such action. In no event, however, shall we have an obligation to pay for any loss, costs, interest, expenses or damages attributable to punitive, treble or exemplary damages.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

CROSS LIABILITY EXCLUSION

It is hereby agreed that this policy shall not apply to any liability of one insured for "bodily injury" or "personal and advertising injury" to an "employee" and/or "temporary worker" of another insured, nor shall it apply to any liability of one insured for "property damage" to real or personal property of another insured. For purposes of this endorsement, the term insured does not include additional insureds added to this policy by endorsement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

SUBSIDENCE EXCLUSION

It is hereby agreed that this policy shall not apply to any liability for property damage caused by, resulting from, contributed to, aggravated by or concurrently caused by "subsidence" and arising out of or attributable to "your work". For purposes of this endorsement "subsidence" shall be defined as earth movement, including but not limited to earthquake, landslide, mudflow, earth sinking, earth rising or earth shifting.

ALL OTHER TERMS AND CONDITIONS REMAINING UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

PROFESSIONAL LIABILITY EXCLUSION

It is hereby agreed that this policy shall not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses arising out of the rendering or failure to render any of the following professional services:

- 1) Architect and Engineering Services, including the preparing, approving or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or drawings and specifications;
- 2) Medical, Dental, Nursing or Long Term Care Services, including the prescribing of or the failure to prescribe drugs and/or a course of treatment;
- 3) Legal, Accounting, Tax Preparation, Financial or Investment Services;
- 4) Insurance Agent or Brokering Services, including the procurement of or the failure to procure insurance in respect of personal lines, commercial lines, accidental and health, life insurance or annuities;
- 5) Real Estate Agent, Title Agent, Mortgage Broker or Home Financing Services; or
- 6) Software, Computer Hardware or Web Site design or installation.

It is further agreed that this policy shall not apply to "bodily injury", "property damage", "personal and advertising injury", or medical expenses arising out of any supervisory, inspection, review or consultancy services performed in connection with any of the above professional services.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

LEAD EXCLUSION

Notwithstanding anything to the contrary contained in this policy, it is hereby agreed that the coverage afforded by this policy shall not apply to "bodily injury", "property damage", "personal and advertising injury" or medical expenses based upon, arising out of, or in any way related to, directly or indirectly:

- 1) inhaling, ingesting or prolonged physical exposure to lead or goods or products containing lead;
- 2) the use of lead in constructing or manufacturing any good, product or structure;
- 3) the removal or abatement of lead from any good, product or structure; or
- 4) the manufacture, transportation, storage or disposal of lead or goods or products containing lead.

The coverage afforded by the policy does not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or "suit" related to any of the above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

EMPLOYMENT RELATIONS EXCLUSION

It is hereby agreed that this policy shall not apply to actual or alleged "bodily injury", "property damage" or "personal and advertising injury" to:

- (1) An "employee" or former "employee" of any insured, whether or not arising out of or in the course of employment by the insured, or an applicant for employment with any insured, if the "bodily injury", "property damage" or "personal and advertising injury" arises out of any of the following:
 - a. Refusal to employ or rehire;
 - b. Termination of employment, including but not limited to lay-offs for any reason, retirement or reduction in force;
 - c. Coercion;
 - d. Demotion or non-promotion;
 - e. Performance evaluation;
 - f. Reassignment or transfer;
 - g. Discipline;
 - h. Defamation;
 - i. Harassment;
 - j. Humiliation;
 - k. Discrimination including but not limited to discrimination based upon race, color, creed, religion, political belief, age, physical type, physical limitation or handicap, medical condition, sex or sexual orientation;
 - l. Sexual abuse including rape, sodomy, sexual acts of a non-consenting nature, sexual harassment or humiliation, and assault and battery in connection with the foregoing;
 - m. Malicious prosecution;

- n. Retaliation or reprisal for whistleblowing;
 - o. Violation of the Fair Labor Standards Act or state wage and hour laws; or
 - p. Other employment related practices, policies, acts or omissions.
- (2) The spouse, domestic partner, child, parent, brother, sister, or relative of that "employee", former "employee" or any applicant for employment as consequence of (1) above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

EXCLUSION OF TERRORISM

A. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:

1. "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involves the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - b. When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

B. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage.

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

MOLD, FUNGUS, BACTERIA, VIRUS AND ORGANIC PATHOGEN EXCLUSION

It is hereby agreed that this policy shall not apply:

1. to "bodily injury", "property damage", or "personal and advertising injury";
2. to damages for devaluation of property or for the taking, use or acquisition or interference with the rights of others in property or air space;
3. to any loss, cost or expense, including but not limited to fines and penalties, arising out of any governmental direction or request, or any private party or citizen action, that an insured test for, monitor, clean up, remove, contain, treat, detoxify or neutralize "organic pathogens"; or
4. to any "suit" or administrative or regulatory procedure or process in which an insured may be involved as a party;

arising, directly or indirectly, or in concurrence or in any sequence out of or in any way relating to actual, alleged or threatened existence, discharge, dispersal, release or escape of "organic pathogens," whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is sudden, accidental or gradual in nature.

This insurance shall not apply to any "bodily injury", "property damage", "personal and advertising injury", loss, cost or expense arising out of or in any way related to any form of "organic pathogens," whether or not such actual, alleged or threatened existence, discharge, dispersal, release or escape is intentionally caused, or whether or not such injury, damage, devaluation, cost or expense is expected or intended from the standpoint of the insured.

"Organic pathogen" means any organic irritant or contaminant, including but not limited to mold, fungus, bacteria or virus, including but not limited to their byproducts, such as mycotoxins, mildew, or biogenic aerosols.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

EXTERIOR INSULATION FINISH SYSTEMS (EIFS) EXCLUSION

It is hereby agreed that this policy shall not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of:

1. The design, manufacture, construction, fabrication, preparation, installation, application, maintenance or repair, including removal, remodeling, service, correction or replacement of an "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system.
2. Any work or operations with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system" is used on any part of that structure.

For the purposes of this endorsement, "exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:

- a. A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
- b. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate;
- c. A reinforced or unreinforced base coat;
- d. A finish coat providing surface texture to which color may be added; and/or
- e. Any flashing, caulking or sealant used with the system for any purpose.

The coverage afforded by the policy shall not apply to payment for the investigation or defense of any loss, injury or damage or any cost, fine or penalty or for any expense or claim or "suit" related to any of the above.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

WRAP-UP, OCIP AND JOINT VENTURE EXCLUSION

It is hereby agreed that this policy shall not apply to any claim arising out of any project for which the insured is included within a wrap-up insurance program, an owner-controlled insurance program (OCIP), or an insurance program obtained by a joint venture. The foregoing exclusion shall apply regardless of the terms of coverage of such insurance.

This exclusion applies whether or not the wrap-up, joint venture or OCIP:

- A. Provides coverage identical to that provided by this policy;
- B. Has limits adequate to cover all claims; or
- C. Remains in effect.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

ABSOLUTE MINIMUM PREMIUM **(25% MINIMUM)**

It is hereby agreed that in the event that this policy is cancelled by "you" the insured, the minimum premium due under this policy will be the greater of the following:

- (1) The Total Policy premium shown in the Declarations Page multiplied by the applicable short-rate earned premium factor;
- (2) The earned premium based upon the policy rate multiplied by the gross receipts, payroll or other premium adjustment basis for the policy period; or
- (3) The absolute minimum premium of 25% of the annual premium as shown on the Declarations Page.

Such absolute minimum premium shall not be subject to pro rata or short rate adjustment

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

EXTERIOR WORK LIMITATION **(THREE STORY HEIGHT LIMITATION)**

It is hereby agreed that with respect to new construction or exterior contracting operations performed on the exterior side of structures or buildings, any work performed by the insured, or by any subcontractor on behalf of the insured, shall be at heights of no greater than 50 feet or three stories.

Any claims for "bodily injury", "property damage" or "personal and advertising injury" involving exterior work performed at greater than 50 feet or three stories in height shall be excluded hereunder.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

POLYCHLORINATED BIPHENYLS (PCB'S) EXCLUSION

It is hereby agreed that this insurance shall not apply to "bodily injury", "property damage" or "personal and advertising injury" based upon, arising out of, or in any way related to, directly or indirectly, manufacturing, handling, distribution, sale, application, consumption or use of any chemical or product known as Polychlorinated Biphenyl's (PCB's) or which has the same chemical formulary, or which contain a Polychlorinated Biphenyl's derivative or which is generally known in the chemical trade as having similar formulation, structure, or function by whatever name manufactured, formulated, structured, sold or distributed.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

SERVICE OF SUIT ENDORSEMENT

In the event of failure of the Company to pay any amount claimed to be due under the terms of this policy, the Company, at the request of the Insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of the Company's rights to commence an action in any court of competent jurisdiction in the United States to remove an action to a United States District Court or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. In any suit instituted against the Company upon this policy, the Company will abide by the final decision of such court or of any appellate court in the event of appeal.

It is further agreed that service of process in such suit may be made upon the Senior Vice President - Claims, Endurance American Specialty Insurance Company C/O Endurance Specialty Insurance Marketing Corp., 725 South Figueroa Street, Suite 2100, Los Angeles, California 90017.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision therefore, the Company hereby designates the Superintendent, Commissioner or Director of Insurance, or other officer specified for that purpose in the statute, as its true and lawful attorney upon whom service may be made of any lawful process in any action, suit, or proceeding instituted by or on behalf of the Insured or any beneficiary hereunder arising out of this policy of insurance and hereby designates the above named Senior Vice President – Claims as the person to whom the said officer is authorized to mail such process or a true copy thereof.

This endorsement does not change any other provision of the policy.

POLICY NUMBER: CBC10000166001

IL 00 21 09 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
 RAILROAD PROTECTIVE LIABILITY COVERAGE PART
 UNDERGROUND STORAGE TANK POLICY

1. The insurance does not apply:**A. Under any Liability Coverage, to "bodily injury" or "property damage":**

- (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.**C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:**

- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
- (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
- (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

(c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COVERAGE LIMITATION - SUBCONTRACTED WORK

It is hereby agreed that this policy shall not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of work performed on your behalf by a subcontractor "engaged" by you unless you have complied with Paragraph 1, Contractual Indemnification, or Paragraph 2, Insurance Coverage

(1) Contractual Indemnification: You have entered into a valid and enforceable written contract with each subcontractor "engaged" by you out of whose work (or work performed by any person or entity "engaged" by such contractor) such "bodily injury", "property damage", "personal and advertising injury" arose.

- (a) Such contract shall stipulate that such subcontractor "engaged" by you will defend, hold harmless and indemnify you and any person on whose behalf you are performing work and/or are required to defend, hold harmless and indemnify (including but not limited to property owners, general contractors, government entities, and construction managers);
- (b) Such indemnification shall apply to the fullest extent permitted by applicable law in the event of loss, including, but not limited to any "suit" arising out of any loss suffered by any "employee" of the subcontractor (and any person or any "employee" of any entity "engaged" by such subcontractor); and
- (c) Such indemnification shall apply unless such loss arises solely out of your negligence.

(2) Insurance Coverage: You and any person on whose behalf you are performing work and/or are required to defend, hold harmless and indemnify (including but not limited to property owners, general contractors, government entities and construction managers) are named as additional insureds under a valid and enforceable Commercial General Liability Policy written on behalf of each subcontractor "engaged" by you out of whose work (or work performed by any person or entity "engaged" by such contractor) such "bodily injury", "property damage", or "personal and advertising injury" arose.

- (a) Such policy shall be written on terms no less broad than ISO Form Commercial General Liability 00 01 Occurrence Form) with limits of not less than \$ 1,000,000. any one "occurrence", \$ 2,000,000. general aggregate, and \$ 2,000,000. "products-completed operations hazard" aggregate.

- (b) Such coverage shall apply to the fullest extent permitted by applicable law in the event of loss, including, but not limited to any "suit" arising out of any loss suffered by an "employee" of the subcontractor (and any person or any employee of any entity "engaged" by such subcontractor).
- (c) Such coverage shall apply to such loss unless such loss arises solely out of your negligence.
- (d) Such coverage shall be primary to any limits available under this policy, notwithstanding any other clause to the contrary, including but not limited to any Other Insurance Clause contained in this policy or subcontractor's policy.
- (e) You shall obtain certificates of insurance evidencing such coverage from all such subcontractors.

For purposes of this endorsement, "engaged" means that you have obtained the services of, or contracted with, a subcontractor to perform work, regardless of whether or not there exists a formal, "written contract."

Unintentional Errors & Omissions

Notwithstanding the Coverage Limitation – Subcontracted Work Endorsement, shown above, it is hereby agreed that the following shall apply:

As a condition of binding coverage, you agree to have written procedures in place requiring indemnification from subcontractors "engaged" by you.

However, in the event of your unintentional noncompliance with Paragraph (1) of the Coverage Limitation – Subcontracted Work Endorsement where the subcontractor does not provide coverage in accordance with Paragraph (2) of the Coverage Limitation – Subcontracted Work Endorsement, a deductible of **\$25,000** will apply which includes, but is not limited to, all costs, losses, loss adjustment expenses and legal fees with respect to any loss arising out of work performed on your behalf by such subcontractor.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions:

A. Cancellation

1. The first Named Insured shown in the Declaration may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 15 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is canceled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund will be short-rate. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time.
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public.

We do not warrant that conditions:

- a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.
3. Paragraphs 1. and 2. of this condition apply to us and any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent, except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative, but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

G. Deletion of Conditions:

The following Policy Conditions are herein deleted:

1. Section IV.9. When We Do Not Renew
2. Clause 2. of the Supplementary Payments – Coverages A and B are Hereby Deleted.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

ANNUAL MINIMUM AND DEPOSIT PREMIUM

It is hereby agreed that the premium designated in this policy as "advance premium" is a minimum and deposit premium, which shall be credited to the amount of the earned premium due at the end of the policy period. Advance premium shall include any additional premium adjustment made during the policy period. The policy period is defined as the full annual term of the policy or a shorter term due to cancellation.

At the close of each policy period (designated in the Declaration Page as the audit period), we will compute the earned premium for that period. Such earned premium is due and payable upon notice to you. If the total earned premium for the policy period is less than the premium designated as "advance premium," then the minimum and deposit premium for the policy period indicated is the advance premium and is not subject to further adjustment.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

ROOFING LIMITATION ENDORSEMENT

It is hereby agreed that we do not cover claims, loss, costs or expense due to "property damage" arising out of wind, hail, snow, rain, ice or any combination of these unless a suitable waterproof temporary covering, able to withstand the normal elements and large enough to cover the area being worked on, has been properly secured in place. This cover is to be put into place any time the contractor leaves the job site.

This limitation applies to any sub-contracted work performed on behalf of the insured, including any sub-contractors of sub-contractors.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

ADDITIONAL INSURED - BLANKET **(CONTRACTORS)**

It is hereby agreed that:

A. The following are included as additional insureds:

Any entity required by written contract or as required in writing from a municipality as a condition of issuing a permit (hereinafter for purposes of this endorsement called "additional insured") to be named as an insured is an insured but only with respect to liability arising out of your premises, "your work" for the additional insured, or acts or omissions of the additional insured, in connection with their general supervision of "your work" to the extent set forth below:

- 1) The limits of insurance provided on behalf of the additional insured(s) will not be greater than the limits of insurance provided in this policy.
- 2) Except as provided herein all insuring agreements, exclusions and conditions of this policy apply to such additional insured(s).
- 3) The insurance provided by us to the additional insured will not be greater than that required by contract and to the extent that such insurance is more restrictive the terms of the insuring agreements, exclusions and conditions of this policy shall be deemed to be amended accordingly.
- 4) In no event shall coverages or limits of Insurance in this policy be increased by such contract.

This insurance does not apply to:

- a) "Bodily injury" or "property damage" occurring after:
 - 1) All work on the project (other than service maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
 - 2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- b) "Bodily injury" or "property damage" arising out of any act, omission or negligence of the additional insured(s) or any of their "employees" or "temporary workers", other than the general supervision of work performed for the additional insured(s) by you.
 - c) "Property damage" to:
 - 1) Property owned, used or occupied by or rented to the additional insured(s); or
 - 2) Property in care, custody or control of the additional Insured(s) or over which the additional Insured(s) are for any purpose exercising physical control.
- B. With respect to additional insured(s), who are architects, engineers or surveyors, this insurance does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional service by or for you, including:
- 1) The preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - 2) Supervisory, inspection or engineering services.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

WAIVER OF SUBROGATION – BLANKET **(WRITTEN CONTRACT)**

It is hereby agreed that we waive any rights of subrogation to which we may be entitled if, prior to loss, the insured has agreed to such waiver in writing, but only to the extent required by said written agreement.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

Policy Number	Effective Date	Expiration Date
CBC10000166001	03/09/2012	03/09/2013

ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Primary and Non-Contributory

It is hereby agreed that where required by written contract, or as required in writing from a municipality as a condition of issuing a permit, this policy shall be primary to any insurance carried by an additional insured, and any insurance carried by such additional insured shall not be called upon to contribute to any claim covered under this policy, provided that the claim arises directly from work performed by the insured or others working directly on behalf of the insured and provided further that the "occurrence" that gives rise to such claim happened subsequent to the execution of the written contract.

It is warranted that whenever the insured has agreed by written contract to be primary to any insurance carried by an additional insured, the insured will require by written contract that the Commercial General Liability policy of any contractor or subcontractor of the insured will be primary to any insurance carried by the insured and that the insured's Commercial General Liability policy shall not be called upon to contribute to any claim covered under any policy of such contractor or subcontractor.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.



Endurance American Specialty Insurance Company
750 3rd Avenue
New York, NY 10017

IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President and Senior Vice President and countersigned where required by law on the Declarations page by its duly authorized representative.

A handwritten signature in black ink that reads "Richard M. Appel". The signature is written in a cursive style with a large, looped 'R' and a trailing 'l'.

Senior Vice President

A handwritten signature in black ink that appears to read "John A. Gant". The signature is written in a cursive style with a large, looped 'J' and a trailing 't'.

President